

INTERCONNECTION AGREEMENT AMENDMENT

McLeodUSA Telecommunications Services, Inc. ('McLeod') and Qwest Corporation ('Qwest') (collectively, the "Parties") are signatories to an Interconnection Agreement in the State of Washington. The Interconnection Agreement has been amended by the Parties from time to time, including an Amendment approved on or about January 31, 2001. The Parties agree to amend that Amendment as follows:

In the body of the Amendment, add the following at the end of Section 1.11:

"In accordance with Section 1.10, Qwest hereby gives advance written notice of the termination of this Amendment effective December 31, 2003. The parties agree to meet to discuss McLeodUSA's (as defined in this Agreement, as amended) conversion plans no later than July 1, 2003.

In the event that McLeodUSA does not, by December 31, 2003, convert some or all of its services, as described in this Section 1.11, the prices set forth in Attachment 3.2 of the Interconnection Agreement Amendment Terms, dated October 26, 2000, ("Prior Amendment") and not the prices set forth on Attachment 3.2 hereto, shall apply to all such services that McLeodUSA has failed to so convert. Nothing contained herein shall be construed as agreement or assent on the part of Qwest to provide to McLeodUSA, or any other party, subsequent to December 31, 2003, the services known as "UNE- M" described in and made available pursuant to the Prior Amendment; provided, such services shall continue to be provided to McLeodUSA during a commercially reasonable conversion period."

In Attachment 3.2, under the heading "Prices for Offerinle", replace the "Platform recurring" rates column with the following:

Platform recurring rates,
effective on September 20, 2002 and ending December 31, 2003:

AZ	\$20.61
co	27.05
IA	22A7
ID	26.25
MN	24.50
MT	31.85
ND	22.54
NE	22.06
NM	26.86
OR	26.90
SD	28.45
UT	21.86
WA	21.16
WY	3229

Apart from the foregoing, all other terms and conditions of the IA, as amended, including without limitation, the tenn thereof, shall remain unchanged and in full force and effect.

McLeodUSA Telecommunications
Services, Inc.

Qwest Corporation

Authorized
Signature

Authorized
Signature

Name Printed/Typed

Name Printed/Typed

Tide

Title

Date

Date

October 29, 2002

By facsimile and prepaid overnight express service

R. Steven Davis
Senior Vice President, Policy and Law
and Deputy General Counsel
Qwest Corporation
1801 California Street
Denver, CO 80202
(303.992.1724)

Heidi Higer
Director Interconnection Compliance
Qwest Corporation
1801 California Street, Suite 2410
Denver, CO 80202
(303.965.4667)

Re: Opt-In Request

Dear Mr. Davis and Ms. Higer:

Pursuant to Section 252(i) of the Telecommunications Act of 1996, Eschelon Telecom, Inc. requests that the pricing terms listed below from the recent Interconnection Agreement Amendment between Qwest Corporation and McLeodUSA, concerning UNE-P, be made available to Eschelon.

On or about September 19 or 20, 2002, Qwest filed, with the state commissions, an Amendment to its Interconnection Agreement with McLeod, for approval under Section 252(e). Page 2 of that Amendment (attached) replaced a portion of Attachment 3.2 of the McLeod/Qwest Amendment dated October 26, 2000.

Eschelon requests to opt-in to page 2 of the amendment to Attachment 3.2 of the Qwest-McLeod Interconnection Agreement, consisting of Platform recurring rates that are effective from September 20, 2002, until December 31, 2003. (See attached.)

Eschelon requests that page 9 of Attachment 3.2 of Eschelon's Interconnection Agreement Amendment terms with Qwest, dated November 15, 2000, be amended to add the rates in the attached page from the McLeod Amendment to the end of the "Platform recurring rates" column, under the heading "Prices for Offering," and to indicate the specified time period within the term of the Eschelon Amendment that the McLeod Amendment rates apply (*e.g.*, effective as of September 20, 2002), as noted on page 2 of the McLeod Amendment. Eschelon's request applies to the states of Minnesota, Utah, Colorado, Arizona, Washington, and Oregon.

Please respond to this request in writing on or before November 8, 2002.

Sincerely,

Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
612.436.6249

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street
Denver, CO 80202

Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350

St. Paul, MN 55101-2147

J. Jeffery Oxley
Bill Markert



November 8, 2002

Eschelon Telecom, Inc.
Dennis D. Ahlers, Esq. Senior
Attorney
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Dear Mr. Ahlers:

I am writing in response to your October 29, 2002 letter to Steve Davis and Heidi Higer regarding the interconnection amendments between Qwest Corporation ("Qwest") and McLeodLISA (the "McLeod Amendments") that were filed in September 2002. Your letter requests that pursuant to Section 252(i) of the Telecommunications Act of 1996 Eschelon's existing interconnection agreement with Qwest be amended to add the rates included in the amended interconnection agreements between Qwest and McLeod. Qwest takes seriously its obligations under the Act, including Section 252(i), and would be delighted to discuss further Eschelon's request, and to work with Eschelon to better meet its needs.

As you know, Section 252(i) permits a telecommunications carrier to request any individual service, interconnection or network element arrangement contained in any interconnection agreement that has been filed and approved by the state commission. Although neither the Act, nor the FCC's implementing regulations, require the requesting carrier to take the entire agreement between the ILEC and the initial CLEC, they likewise do not permit the requesting carrier to select among particular rates, terms and conditions applicable to an individual arrangement. Rather, the requests authorized under Section 252(i) are those for particular arrangements, including the terms and conditions applicable thereto, not individual provisions within those arrangements. Even if that language were ambiguous - which it is not - any doubt would be removed by the further language in Section 252(i) that requesting carriers receive individual arrangements "upon the same rates, terms and conditions" as the original party to the agreement See 47 C.F.R. 51.809(a).

The rates in the McLeod agreement apply to the service offered pursuant to that agreement, not to the service offered in another agreement. In this regard, Qwest notes that the features and functions of the service that is the subject of the existing Qwest- Eschelon interconnection agreement differ in certain respects from the service that is the subject of Qwest's agreement with McLeod. For example, under its current agreement, Eschelon is provided CLASS features and additional types of directory listings. In

Eschelon Telecom
Dennis Ahlers
November 8, 2002
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addition, as noted above, the express terms of Section 252(i) and the FCC Rule 51.809(a) condition Eschelon's right to receive the rates in the McLeod agreement on Eschelon's agreement to the same terms and conditions. This would include, for example, the volume commitments set forth in section 2.3 of the Qwest-McLeod interconnection agreement and its December 31, 2003 termination date.

We are unable to ascertain from your letter (a) whether Eschelon understands that the service it would be receiving if it chose to opt-in to the McLeod agreement would differ from the service it is receiving today, and (b) whether Eschelon would agree to the same terms and conditions to which McLeod has agreed. If so, please contact Larry Christensen, at 303-896-4686, to initiate the necessary arrangements, including appropriate contractual amendments. Qwest will act expeditiously to accommodate any such request.

Please do not hesitate to contact me should you have any other questions,

Sincerely yours



Richard Corbetta
Corporate Counsel Qwest
Law Department

cc: Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

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